## Amendment # 1

This is an Amendment to the Quantity Purchase Agreement for Poly Bags #9854 entered into by and between <u>Department of Administration on behalf of All State Agencies</u> (hereinafter referred to as "State") and <u>Brown & Pratt Inc.</u> (hereinafter referred to as "Contractor") dated May 10, 2005. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The following two line items that were awarded to Sun Packaging are being awarded to Brown and Pratt Inc. Sun Packaging has gone out of business and is unable to provide these items.

## 000000000100010841

Bag, Poly, Clear, 4x9", 1.75ml thick. Opening on 4" side with header card. Non-vented. Unit price is .0123.

## 000000000100010842

Bag, Poly, Clear, 6.5x9.5", 1.75ml thick. Opening on 6.5" side with header card. Non-vented. Unit price .0175.

Total amount of this action is \$16,200.00. Total remuneration of this contract is not to exceed \$167,250.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

## Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

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Brown & Pratt, Inc.

**In Witness Whereof,** Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:	(where Applicable)
Signature:	Attested By:
Printed Name: GIL SMITH, II	
Title: SALES MGR. OF BROWN AND PRATT, INC	
Date: 5/17/05	
State of Indiana Agency:  Signature: One Occas  Printed Name: Doogs Advisors  Title: Purchasing Administrators  Date: 5/19/05	Z
Information Technology Oversight Commission  Karl B. Browning, Chief Information Officer	Department of Administration  Earl A. Goode
	Commissioner 5/19/05 Date:
State Budget Agency	Office of the Attorney General  Deama & Borney Fere
Charles E. Schalliol	Stephen Carter
	Attorney General
	Date: $\frac{6/2}{05}$

